

AGREEMENT FOR BUS SERVICES

THIS AGREEMENT, made this ____day of _____, 2002, by and between the **COUNTY SCHOOL BOARD OF YORK COUNTY**, Virginia, hereinafter referred to as the "**Board**", and the **COUNTY OF YORK**, Virginia, hereinafter referred to as the "**County**".

WITNESSETH: That pursuant to the authority set forth in Sections 22.1-182 and 22.1-183 of the Code of Virginia and in consideration of the reimbursement provided in Paragraph 12 hereinafter, and for other good and valuable consideration, receipt of all of which is hereby acknowledged by the **Board**, the parties do hereby agree as follows:

1. Notice: The **County** may from time to time hereafter request the use of a school bus or buses owned by the **Board** by submitting a written request to the Division Superintendent no later than fifteen (15) days prior to the date of the proposed use. Said request shall state fully the purpose for which any such bus is to be used, the date or dates on which it will be required, the starting point and destination, the number of persons to be transported, and the number and names of supervisory personnel who will accompany any group using such bus in accordance with activities planned by the Division of Parks and Recreation.

2. Approval: Upon receipt of a written request for the use of a school bus or buses pursuant to Paragraph 1 hereinabove, the Division Superintendent shall review the request and, provided that the request conforms with the terms and conditions specified herein and provided further that such bus or buses be available without taxing the regular program of student transportation, the Division Superintendent shall approve the request and notify the **County** by appropriate means.

3. Permissible Uses: The **County** hereby agrees that any bus or buses provided pursuant to this Agreement shall be used solely for official County or State purposes,

including the transportation of the elderly under Public Law 89-73 or any law of the United States amendatory or supplementary thereto, and no other.

4. Bus Drivers Assigned By School Division: When a school vehicle is used by the **County**, under no circumstances shall the vehicle be driven by anyone other than a certified bus driver assigned by the **Board** or its designee or designees.

5. Supervision and Protection Of Property: Whenever a school bus provided pursuant to this Agreement is used for the transportation of children not accompanied by their parents and involved in a program operated by the Division of Parks and Recreation, a sufficient number of adult supervisors will be provided by the **County** to ensure the protection of such bus and its occupants. Whenever such bus is used for the transportation of the elderly or the mentally or physically handicapped and involved in a program operated by the Division of Parks and Recreation, individuals trained and qualified in the care of such persons shall accompany the group and be present at all times when the bus is occupied and in operation. The **Board** shall provide sufficient adult supervision to ensure the safety of the school bus and its occupants who are involved in the Head Start program.

6. Flashing Lights And "School Bus" Inscription: When any bus is in use for non-school or purposes pursuant to this Agreement, the flashing red lights shall not be used and the "School Bus" inscription on the front and rear of the bus shall be completely covered with an opaque material to be provided and installed by the **Board**; provided, however, that when said bus is being utilized for the transportation of Head Start participants, the elderly, mentally or physically handicapped, the flashing red lights shall be used and the "School Bus" inscription shall not be covered.

7. Passenger Load Limits: When the **County's** use of any such school vehicle is made for programs involving transportation of pupils, the rated pupil passenger capacity of the vehicle shall not be exceeded. The passenger capacity when adults are being transported shall not exceed two-thirds of the rated pupil capacity of the vehicle. Standees shall not be permitted at any time.

8. Geographical Limitations On The Use Of School Vehicles: Except pursuant to special arrangement, the **County** shall limit its use of any school vehicle to the area comprised within a radius of seventy-five (75) miles from Yorktown, Virginia, or to the area included within the Counties of York and James City, and the cities of Poquoson, Newport News, Hampton, Virginia Beach, Norfolk, and Williamsburg, whichever shall be the greater distance from Yorktown, Virginia.

9. Simultaneous Joint Use of vehicle Prohibited: The County's use of a school vehicle shall be exclusive of school related transportation services. At no time shall the **Board** and the **County** make use of the same vehicle simultaneously.

10. Indemnification: The **County** agrees to indemnify and hold harmless the **Board**, by insurance or otherwise, from liability for damages to persons or property arising from the use of a school bus under this Agreement, pursuant to the provisions of Code ? 22.1-182.

11. Additional Insurance Coverage: The **Board** shall maintain during the term of this Agreement insurance coverage sufficient to protect the **Board** from any and all liability from damage to property of third parties and injury or death of persons resulting from the use of any such school vehicle by the **County**. Such coverage shall be in an amount reasonably adequate under the circumstances. The **Board** shall list itself, its employees and the **County** and the County's officers, employees, and agents as named insured on this insurance coverage. The insurance can be effected either by an endorsement to the **Board's** regular school bus liability policy or as a separate policy. The insurance will be obtained within 60 days of executing this agreement and no bus shall be made available until the insurance is in effect. The cost of the insurance will be reimbursed to the **Board** as described in paragraph 12 below.

12. Reimbursement: The **County** agrees that it will reimburse the **Board** in full for the proportionate share of any and all costs, both fixed and variable, of school vehicles incurred by the **Board** attributable to the use of such vehicles pursuant to this Agreement.

The costs will be determined on a fixed cost per mile and the hours worked by the bus driver. The following factors shall be included in the per mile cost figure:

- a. The current mileage cost for operating a school bus.
- b. A depreciation charge.
- c. Increased insurance cost directly caused by this Agreement in use by the **County**.

For the initial term of this Agreement, the per mile figure shall be \$.93. The **Board** may revise such figures annually, to take effect at the beginning of the next annual term of this Agreement, if such figures have been transmitted to the County at least sixty (60) days prior to the end of the current term of this Agreement.

Mileage shall be computed from the pickup point of the bus monitor to the stop at the York County facility each morning and the reverse order each afternoon. This mileage will also be computed for field trips for Programs operated by the Division of Parks and Recreation limited to paragraph #8 of this agreement. For the Head Start program, the mileage cost for field trips shall be determined between the points designated in the Head Start Administrator's request for bus service.

The bus driver's fee shall be computed as follows: During regular school hours the fee will be the regular hourly wage of the designated bus driver. For field trips other than during regular school hours the fee will be the hourly wage of the driver plus any overtime over 40 hours per week. Overtime will be paid at one and one half the driver's hourly wage.

The **County** shall also reimburse the Board for the following extraordinary expenses:

- a. The cost of any and all damage other than ordinary wear and tear to the vehicle incurred through such use.
- b. On the road maintenance and any other maintenance caused by the negligence of the **County's** employees or agents while using a school bus pursuant to this agreement.

c. If the parties cannot agree on the cost to repair such damage, or to perform required maintenance, the cost shall be the lowest of three bids on the necessary repair work by independent contractors.

13. Assignability: This Agreement cannot be assigned by either party.

14. Term: This Agreement shall be in effect for the period June 1, 2002, through May 31, 2003, and shall for two more years renew annually without any actions by either party, provided that expenditures shall not exceed appropriations made for the current fiscal year. The Agreement can be canceled at any time by either the **Board** or by the **County** providing written notice to the other at least 30 days prior to termination of the agreement.

Witness the following signatures and seals:

YORK COUNTY SCHOOL BOARD

Attest:

By _____

Dr. Steven Staples
Superintendent

Marilyn Staton, Clerk
York County School Board

YORK COUNTY BOARD OF SUPERVISORS

Attest:

By: _____

James O. McReynolds
County Administrator

Approved as to form:

County Attorney